

# Codigo Inc – Terms of Service

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Codigo provides an AI-powered development platform helping blockchain developers build dApps on specific blockchains. Developers can use specialized AI models and agents to generate smart contracts through prompts, through templates, or by coding on the platform, leveraging a specialized AI model to assist in their coding.

## 1 Your Agreement to these Terms

**Summary:** When you use Codigo, you are agreeing to these terms and our Privacy Policy, and promising to safeguard your account. You agree that you are of legal age to accept these terms.  
Acceptance of Terms

Codigo, Inc., a Delaware corporation (“**Codigo**”) provides users with a hosted environment and community to code, build, share, and deploy software and web servers through our websites and apps (the “**Service**”). By using the Service, you are entering into a binding agreement with Codigo, and you agree to comply with these Terms of Service (“**Terms**”) and also agree to our Privacy Policy; if you do not agree, you must not use the Service.

### 1.1 Account Usage and Security

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account.

### 1.2 Pro & Enterprise

Upon activation of your account, you will have access to the full range of features offered by the Service for 2 weeks. After 2 weeks from your account creation, certain features and functionalities will be restricted. A Pro tier or Enterprise tier subscription will be required to access such features after 2 weeks.

### 1.3 Minimum Age

You must be an adult to use the Service. If you are younger than 13, we will allow you to use the Service if you first provide us with your parent or guardian’s written consent. If you are a parent or legal guardian of a user under the age of 18, by allowing your child to use the Service, you are subject to these Terms and responsible for your child’s activity on the Service.

## 2 Acceptable Use

**Summary:** Codigo hosts a wide variety of coding projects, and that hosting only works when our users are able to work together and not abuse the Service. Certain conduct and content are prohibited on Codigo. In addition, we set quotas and limits that you must follow.

## 2.1 Prohibited Conduct

While using the Service, you must not engage in any conduct that is abusive or violates applicable laws, regulations, or these Terms. Prohibited conduct includes:

- Interfering with, disrupting, or creating an undue burden on the Service, including by sending excessive data or requests to the Service, artificially utilizing excessive container resources, or by copying projects to run or host the same code.
- Abusive advertising, spamming, or commercial solicitation.
- Phishing or impersonation, whether or not the target is a user of the Service.
- Creating accounts with automation or registering accounts in bulk.
- Conducting network attacks, whether against the Service or against any other party.
- Mining Bitcoin or other cryptocurrencies unless expressly permitted.
- Scraping content, whether for training or extracting data for machine learning models, reverse-engineering any part of the Service, or for any other purpose.
- Infringing the privacy of other users, including by harvesting personal information.
- Using any output of any kind from the Service, including with limitation API outputs and content hosted on the Service to train, build, or improve any AI, LLM, or similar machine learning model.
- Using accounts to evade a ban or penalty from Codigo.

## 2.2 Prohibited Content

You are solely responsible for the content you create, submit, and share on the Service. The following content is prohibited, and you agree not to post such content to the Service:

- Defamatory, harassing, abusive, threatening, or bullying.
- Profanity, violent, or graphic content, including hate speech or symbols.
- Visual depictions or explicit descriptions of sex and nudity, including sexual advances and solicitation, and offers of sexual services.
- Promoting illegal conduct.
- Hoaxes, malware, and pyramid schemes.
- Infringing the intellectual property rights of others.
- Disrupting the experience of other users.

## 2.3 Quotas and Limits

Codigo may establish usage quotas and limits that govern your usage of the platform, including but not limited to computing resources, storage, and data transfer. You agree to follow these quotas and limits as they are defined by Codigo. For more information, see our documentation.

## 3 Content on Codigo

Summary: You affirm you own the rights to the content you post to Codigo. You give us permission to host your content, make your content available to others, and to use it to improve

our Service. Other content on Codigo comes from various sources and is provided for you to use at your own risk and subject to limitations.

### 3.1 Your Content and Ownership

When you submit content to the Service, you affirm that you hold all of the rights to the content or have obtained all necessary permissions and rights from the owner to share it on the Service. Except as otherwise provided in these terms, you retain any and all of your rights to any content you submit, post, or display on or through the Service, and you are responsible for protecting those rights.

To provide the Service, you grant Codigo the right to copy, display, distribute, perform, reformat, and modify your content as necessary, and the right to sublicense such rights to any third-party provider for the Service.

**Unless you expressly apply a license to your content that would prohibit such use, you grant Codigo a perpetual, worldwide, royalty-free, non-exclusive, irrevocable license to use, reproduce, process and display your content for Codigo's internal business purposes, including without limitation to develop and improve the Service and Codigo's other products and services, and to develop or train AI, LLM, or other machine learning models.**

### 3.2 Public Codigo Repositories

Content you publish as a public repository on Codigo is automatically made subject to the MIT License, which allows others to view, copy, modify, and distribute your code, on or off platform. Other users may “fork” your public repositories, which will provide them a copy of your repository that they control. It is your responsibility to ensure that your content is compatible with the MIT License before publishing. If you do not wish to or cannot have your code licensed under the MIT License, you must make it a private repository or assign a Private Repositories

Content in private repositories is not made available to the public and is not used for improving the Service. You may apply specific licensing terms to your code in a private repository. However, you also grant Codigo the right to right to display, distribute, and modify your content as necessary to provide the Service. Codigo reserves the right to access the content of your private repositories for the purpose of troubleshooting, improving our service, and ensuring the safety and security of the Service.

### 3.3 Third Party Content

Content on the Service originates from various sources and is made accessible for your use on the Service only. You acknowledge that your access and use of this content is at your own risk. You are not authorized to use such content outside of the Service, nor to download third party content from the Service.

### 3.4 Codigo Ownership

Codigo owns and retains all right, title, and interest in and to the Service and related software, all improvements, enhancements or modifications thereto, and all intellectual property rights

associated with the foregoing. Except for the limited access rights expressly granted to you in these Terms, you obtain no rights to the Services or intellectual property rights by implication, estoppel, or otherwise. You must not use the trademarks, trade dress, or other intellectual property of Codigo without our prior written consent.

### 3.5 Data Protection and Privacy

Your privacy is important to us. As explained in our Privacy Policy, which is part of this Terms, we want to inform you that we collect, use, and share your personal information and usage data to provide and improve the Service, communicate with you, and for security purposes. We comply with applicable privacy laws, including GDPR and CCPA, in our handling of personal data. By using the Service, you consent to such processing and you warrant that all data provided by you is accurate.

### 3.6 Copyright Violations

Codigo takes copyright infringement seriously. If you believe that your copyright has been violated on the platform, please promptly notify us of the infringement following the procedure established under the Digital Millennium Copyright Act (DMCA), as explained in our documentation.

## 4 Purchases

**Summary:** You are responsible to pay for any purchases, recurring subscription fees, and usage fees that you incur on the Service. We reserve the right to refuse or cancel purchases in cases of error or fraud.

### 4.1 Subscription Services

You may acquire subscription services from Codigo to add additional features to your account, including by subscribing to “Pro” tier or “Enterprise” tier services. Your subscription will automatically be rebilled at the end of your subscription term at the then-currently applicable rates. Prices are subject to change at the end of a subscription term.

### 4.2 Pricing and Usage Fees

For details of current pricing, consult our pricing page, which may be updated from time to time.

You may incur additional usage fees if you exceed the limits associated with your account or current plan. You are responsible for the payment of these fees, and which may be automatically billed to your credit card or payment method associated with your account. Your account may be limited or terminated if not paid.

### 4.3 Purchase of Cryptographic Tokens

Codigo may provide the option to acquire cryptographic tokens for accessing features on the Service. If provided, such tokens have no cash value and are not refundable or redeemable for cash.

## 5 Notices, Changes, and Termination

**Summary:** We may make changes to these terms and conditions at any time. If you provide an email address, we may use it to contact you with service announcements. Your account may be terminated at our sole discretion.

### 5.1 Modification of Terms and Conditions

Codigo reserves the right in its sole discretion to modify or replace these terms and conditions at any time by updating these Terms. It is your responsibility to regularly review the terms to ensure that you are aware of any changes or updates. Continued use of the Service after any modifications implies your acceptance of the new terms.

### 5.2 Service Announcements

You consent to receiving Service announcements and updates from Codigo via email or from within the Service. These announcements may include information about new features, changes, pricing updates, or important updates regarding your account. If your email address is not valid, any notices sent to that address will nevertheless be considered to have been sent and received.

### 5.3 Account Termination

Upon termination, your right to use the Service will cease immediately. If you wish to delete your account, you may request account deletion by sending an email to [support@codigo.ai](mailto:support@codigo.ai). Upon account deletion, we will delete your stored data in accordance with our data retention policy and applicable law.

Codigo holds, in its sole discretion, the right to suspend or terminate your account. This may occur for various reasons, including but not limited to violations of these Terms, prohibited conduct, inactivity, or any other actions that Codigo deems as detrimental to the platform or its users. In such cases, Codigo will not refund fees that you have already paid.

### 5.4 Survival

All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

### 5.5 Deprecation of Service Features

Codigo reserves the right to modify, deprecate, or remove features of the Service at any time and for any reason; Codigo will not refund any fees paid.

## 6 Limitations and Disclaimers

**Summary:** The Service may contain errors, inaccuracies, or omissions, which we may correct at any time. As you use the Service at your own risk, we do not accept responsibility for loss or damage. You agree to indemnify us for any loss we suffer from your use of the Service.

## 6.1 Content Accuracy

The Service may contain errors, inaccuracies, or omissions in the content provided. Code generated or suggested by our AI systems may be erroneous or incomplete. We reserve the right to correct such errors, inaccuracies, or omissions at any time to improve the quality of the platform, but accept no responsibility or liability for the accuracy of content on the Service.

## 6.2 Use at Your Own Risk

Your use of Codigo is entirely at your own risk. Codigo disclaims any responsibility for any loss or damage that may result from your use of the platform. You acknowledge that you are using Codigo with the understanding that it comes with inherent risks.

## 6.3 Disclaimer of Warranties

**Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. To the fullest extent permitted by law, the Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.**

**Codigo Inc, its subsidiaries, affiliates, and its licensors do not warrant that (a) the Service will function uninterrupted, be error-free, secure or available at any particular time or location; (b) any errors or defects will be corrected; (c) the Service is free of viruses or other harmful components; (d) the results of using the Service will meet your requirements; or (e) that the Service and/or any content made available through the Service will be accurate or complete.**

## 6.4 Limitation of Liability

**To the maximum extent permitted by law, Codigo will not be liable for any direct, indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (a) your access to or use of or inability to access or use the Service; (b) any conduct or content of any third party on the Service; (c) any content obtained from the Service; and (d) unauthorized access, use, or alteration of your transmissions or content.**

**Codigo assumes no liability or responsibility for any errors, mistakes or inaccuracies of content, any personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Service, any unauthorized access to or use of our Service, any interruption or cessation of transmission to or from the Service, any bugs, viruses, malicious software, or the like which may be transmitted to or through our Service by any third party and/or any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of the Service and/or any content posted, emailed, transmitted or otherwise made available via the Service.**

**Codigo has no control over, and to the fullest extent permitted by law, assumes no responsibility for the content, privacy policies, or practices of any third-party web sites or**

**services. We do not warrant the offerings of any of these entities/individuals or their websites. You acknowledge and agree that Codigo cannot and will not review, censor, endorse, or edit the content of any third-party site, services, or advertisements.**

## 6.5 Indemnification

You are responsible for any claims against Codigo regarding your use of the Service. By using the Service, you agree to indemnify and hold Codigo harmless from any loss or damage incurred by Codigo as a result of your use of the platform. This includes but is not limited to legal costs and expenses related to any actions, claims, or disputes arising from your use of the Service.

## 7 General Terms

### 7.1 Feedback and Suggestions

Any feedback, comments, ideas, improvements, or suggestions (collectively, “**Suggestions**”) provided by you to Codigo with respect to the Service will remain the sole and exclusive property of Codigo. Codigo will be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to you.

### 7.2 Jurisdiction

These Terms are governed by the laws of the State of Delaware. Any disputes under this agreement will be resolved in the federal or state courts located in Wilmington, Delaware. You hereby expressly agree to submit to the exclusive personal jurisdiction of this jurisdiction for the purpose of resolving any dispute relating to this agreement.

### 7.3 Entire Agreement

These Terms are the parties’ entire agreement regarding its subject matter and supersede any prior or contemporaneous agreements regarding its subject matter.

### 7.4 Severability

If any provision of these Terms are found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the parties will modify or reform the Terms to give as much effect as possible to that provision.

Any provision that cannot be modified or reformed in this way will be deemed deleted and the remaining provisions of these Terms will continue in full force and effect.

### 7.5 Assignment of Rights

Codigo reserves the right to assign its rights to another party at its discretion. However, you may not assign or transfer your rights or obligations under these Terms without prior written consent from Codigo.

## 7.6 Google APIs

Codigo's use and transfer of information received from Google APIs to any other app is subject to Codigo's Privacy Policy and will adhere to Google's API Services User Data Policy including the Limited Use requirements.

## 7.7 Contact

If you have any questions about these Terms, please contact Support.